



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

August 21, 2003

IN REPLY PLEASE

REFER TO FILE: **PD-2**

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AVIATION BOULEVARD
FROM MANHATTAN BEACH BOULEVARD TO ARTESIA BOULEVARD
CITIES OF MANHATTAN BEACH AND REDONDO BEACH-COUNTY
COOPERATIVE AGREEMENTS
SUPERVISORIAL DISTRICT 4
4 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chair of the Board to sign the cooperative agreements with the Cities of Manhattan Beach and Redondo Beach for a project to resurface the deteriorated roadway pavement on Aviation Boulevard from Manhattan Beach Boulevard to Artesia Boulevard. The agreement provides for the City of Manhattan Beach to perform the preliminary engineering at its expense, with the County to administer the construction of the project at County expense and to contribute a fixed amount of \$450,000 toward the construction contract and utility relocation cost of the project. The agreement further provides for the Cities of Manhattan Beach and Redondo Beach to finance their respective jurisdictional shares of the construction contract and utility relocation costs of the project in excess of County's fixed contribution. The total construction cost is currently estimated to be \$715,000, with the City of Manhattan Beach's share being \$100,000, the City of Redondo Beach's share being \$65,000, and the County's share being \$550,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Cities of Manhattan Beach and Redondo Beach propose to resurface the deteriorated roadway pavement on Aviation Boulevard from Manhattan Beach Boulevard to Artesia Boulevard, which is jurisdictionally shared between the Cities of Manhattan Beach and Redondo Beach. The work also includes the reconstruction of curb, gutter, and sidewalk. Your Board's approval of the enclosed agreements are necessary for the delegation of responsibilities and the cooperative financing of the project.

Sections 1685 and 1803 of the California Streets and Highways Code provide that the board of supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purposes of more efficient construction or repair of streets and roads within the city. Sections 1680 through 1684 of the California Streets and Highways Code provide that the board of supervisors of any county may, by a four-fifths vote of its members, determine that the improvement or alteration of any interest within a city is of general county interest and that county aid shall be extended therefore.

Implementation of Strategic Plan Goals

This action meets the County's Strategic Plan Goal of Service Excellence as it provides the Cities of Manhattan Beach and Redondo Beach with County assistance for the improvement of their streets for the benefit of the motoring public. It also satisfies the goal of Organizational Effectiveness by utilizing a collaborative effort to expedite completion of the project.

FISCAL IMPACT/FINANCING

The total construction cost is currently estimated to be \$715,000, with the City of Manhattan Beach's share being \$100,000, the City of Redondo Beach's share being \$65,000, and the County's share being \$550,000. Funding for this project is included in the 2003-04 Road Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The agreements, which have been approved as to form by County Counsel, provide for the City of Manhattan Beach to perform the preliminary engineering at its expense, with

The Honorable Board of Supervisors
August 21, 2003
Page 3

the County to administer the construction of the project at County expense and to contribute a fixed amount of \$450,000 toward the construction contract and utility relocation cost of the project. The agreements further provide for the Cities of Redondo Beach and Manhattan Beach to finance their respective jurisdictional shares of the construction contract and utility relocation costs of the project in excess of County's fixed contribution.

ENVIRONMENTAL DOCUMENTATION

On October 30, 2001, Synopsis 29, your Board made a finding that this project is categorically exempt from the provisions of the California Environmental Quality Act.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Aviation Boulevard is on the County's Highway plan, and the proposed improvements are needed and of general County interest.

CONCLUSION

Enclosed are two copies of each of the agreements, which have been approved by the Cities and approved as to form by County Counsel. Upon approval, please return the copies marked "CITY ORIGINAL" to Public Works for processing together with one approved copy of this letter. The copies marked "COUNTY ORIGINAL" are for your files.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

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Enc.

cc: Chief Administrative Office
County Counsel

CITY ORIGINAL

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF REDONDO BEACH, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as "COUNTY":

W I T N E S S E T H

WHEREAS, Aviation Boulevard is on the Highway Element of CITY'S General Plan and on COUNTY'S Highway Plan; and

WHEREAS, CITY and City of Manhattan Beach propose to resurface the deteriorated roadway pavement on Aviation Boulevard from Manhattan Beach Boulevard to Artesia Boulevard, including the reconstruction of curb, gutter, and sidewalk, which work is hereinafter referred to as "PROJECT"; and

WHEREAS, PROJECT is jurisdictionally shared between CITY and City of Manhattan Beach; and

WHEREAS, PROJECT is of general interest to CITY, City of Manhattan Beach and COUNTY; and

WHEREAS, the City of Manhattan Beach is willing to perform or cause to perform the preliminary engineering for PROJECT, which work is hereinafter referred to as "DESIGN"; and

WHEREAS, COUNTY is willing to perform contract administration, construction inspection and engineering, materials testing, construction survey, and signing and striping for PROJECT at COUNTY expense; and

WHEREAS, "COST OF DESIGN" includes, but is not limited to, the costs of preliminary engineering for PROJECT, as more fully set forth herein; and

WHEREAS, "CONTRACT COST OF PROJECT" includes, but is not limited to, the costs of contract and any necessary utility relocation for PROJECT, as more fully set forth herein; and

WHEREAS, COUNTY is willing to contribute a fixed amount of Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00) toward the CONTRACT COST OF PROJECT; and

WHEREAS, COUNTY'S fixed contribution of Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00) will be prorated to CITY and City of Manhattan Beach based on the portions of PROJECT within CITY'S and City of Manhattan Beach's respective jurisdictional boundaries; and

WHEREAS, CITY is willing to finance its jurisdictional share of the CONTRACT COST OF PROJECT in excess of CITY'S prorated share of COUNTY'S fixed contribution and its share of the COST OF DESIGN; and

WHEREAS, the City of Manhattan Beach is willing to finance its jurisdictional share of the CONTRACT COST OF PROJECT in excess of its prorated share of COUNTY'S fixed contribution and its share of the COST OF DESIGN; and

WHEREAS, the CONTRACT COST OF PROJECT is currently estimated to be Five Hundred Seventy Thousand and 00/100 Dollars (\$570,000.00) with CITY'S share being Thirty Six Thousand and 00/100 Dollars (\$36,000.00), the City of Manhattan Beach's share being Eighty Four Thousand and 00/100 Dollars (\$84,000.00) and the COUNTY'S share being Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00). —

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a The term "JURISDICTION," as referred to in this AGREEMENT, shall be defined as the area within the geographical boundary of each governmental entity mentioned in this AGREEMENT.
- b The COST OF DESIGN, as referred to in this AGREEMENT, shall include all costs associated with DESIGN, and shall consist of the costs of preliminary engineering and all other work necessary to construct PROJECT in accordance with the approved plans, and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.

- c. The cost of "preliminary engineering," as referred to in this AGREEMENT, shall consist of the costs of environmental documentation; design survey; traffic index, and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way certification; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- d. The "CONTRACT COST OF PROJECT," as referred to in this AGREEMENT and for which CITY shall reimburse COUNTY, shall consist of the total of payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor for the relocation of facilities necessary for the construction of PROJECT.

(2) CITY AGREES:

- a. To finance CITY'S jurisdictional share of CONTRACT COST OF PROJECT, pursuant to paragraph (1) d., above, in excess of CITY'S prorated share of COUNTY'S fixed contribution, and CITY'S share of the COST OF DESIGN. The CITY'S actual amounts are to be determined by a final accounting of the CONTRACT COST OF PROJECT and the COST OF DESIGN.
- b. To deposit with COUNTY, following the opening of construction bids for PROJECT and upon demand by COUNTY, sufficient CITY funds to finance CITY'S share of PROJECT, as set forth in paragraph (2) a., above, which is currently estimated to be Fifty-seven Thousand and 00/100 Dollars (\$57,000.00). Said demand will consist of a billing invoice prepared by COUNTY.
- c. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.
- d. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of these utilities and facilities that interfere with the construction of

PROJECT. CITY will take all necessary steps to grant, transfer, or assign all prior rights over utility companies and owners of substructure and overhead facilities when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.

- e. Upon completion of PROJECT, to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT within CITY'S jurisdiction.

(3) COUNTY AGREES:

- a. To perform the contract administration, construction inspection and engineering, materials testing, construction survey, and signing and striping for PROJECT at COUNTY expense.
- b. To contribute a fixed amount of Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00) toward CONTRACT COST OF PROJECT.
- c. To advertise PROJECT for construction bids, to award and to administer the construction contract, to do all things necessary and proper to complete PROJECT, and to act on behalf of CITY and City of Manhattan Beach in all negotiations pertaining thereto.
- d. To include CITY'S share of COST OF DESIGN during final accounting.
- e. To furnish CITY, within one hundred twenty (120) calendar days after final payment to contractor, a final accounting of the actual total CONTRACT COST OF PROJECT, including an itemization of actual unit costs and actual quantities for CONTRACT COST OF PROJECT, and the actual COST OF DESIGN.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS

- a. The final accounting of the actual total CONTRACT COST OF PROJECT and actual total COST OF DESIGN shall allocate said costs between CITY and City of Manhattan Beach based on the location of the improvements and/or work done. Thus, the cost of all work or improvements located within CITY'S JURISDICTION shall be borne by CITY. Such costs constitute the total CONTRACT COST OF PROJECT and total COST OF DESIGN within CITY'S JURISDICTION. The cost of all work or improvements located within City of Manhattan Beach's JURISDICTION shall be borne by City of Manhattan Beach. Such costs constitute the total CONTRACT COST OF PROJECT and total COST OF DESIGN within the City of Manhattan Beach's JURISDICTION.
- b. The final accounting as set forth in paragraph (4) a., above, shall be adjusted to reflect a credit to the City of Manhattan Beach for CITY'S share of the COST OF DESIGN.

- c. That if CITY'S share of PROJECT as set forth in paragraph (2) a., above, based upon the final accounting, exceeds CITY'S deposit, CITY shall pay to COUNTY the additional amount upon demand. Said demand will consist of a billing invoice prepared by COUNTY. Conversely, if the required CITY funds are less than said payment, COUNTY shall refund the difference to CITY.
- d. That if CITY'S payment, as set forth in paragraph (2) b., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, within thirty (30) calendar days after the date of said invoice, COUNTY may delay the award of the construction contract of PROJECT pending the receipt of CITY'S payment.
- e. That if CITY'S final payment, as set forth in paragraph (4) c., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, within thirty (30) calendar days after the date of said invoice, notwithstanding the provisions of Government Code, Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY, after giving notice to CITY of COUNTY'S intention to do so.
- f. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY Department of Public Works within thirty (30) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within thirty (30) calendar days after the date of said invoice. The County Department of Public Works shall review all disputed charges and submit a written justification detailing the basis for those charges within thirty (30) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within thirty (30) calendar days after the date of COUNTY'S written justification.
- g. COUNTY, at any time, may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds if applicable. CITY shall be notified of such changes by invoice.
- h. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT.

Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractor or any other person in charge of construction shall prevail and be final.

This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY.

- j. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY:

Mr. Steve Huang
City Engineer
City of Redondo Beach
P.O. Box 270
Redondo Beach, CA 90277-0270

COUNTY:

Mr. James A. Noyes
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- k. This AGREEMENT shall not take effect unless and until CITY, pursuant to Section 1701 of the Streets and Highways Code of the State of California, consents to the portion of Aviation Boulevard between the PROJECT limits within CITY becoming part of COUNTY System of Highways for the purpose of constructing the improvements described herein.

Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.

- m. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- n. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies—and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- o. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 34563 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF REDONDO BEACH on June 24,, 2003, and by the COUNTY OF LOS ANGELES on _____, 2003.

COUNTY OF LOS ANGELES

ATTEST:

By _____
Chair, Board of Supervisors

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By Frankie E. Scott
Deputy

CITY OF REDONDO BEACH

By [Signature]
Mayor

ATTEST:

APPROVED AS TO FORM

By Sandy Forrest
City Clerk

By [Signature]
City Attorney

CITY ORIGINAL

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF MANHATTAN BEACH, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as "COUNTY":

W I T N E S S E T H

WHEREAS, Aviation Boulevard is on the Highway Element of CITY'S General Plan and on COUNTY'S Highway Plan; and

WHEREAS, CITY and City of Redondo Beach propose to resurface the deteriorated roadway pavement on Aviation Boulevard from Manhattan Beach Boulevard to Artesia Boulevard, including the reconstruction of curb, gutter, and sidewalk, which work is hereinafter referred to as "PROJECT"; and

WHEREAS, PROJECT is jurisdictionally shared between CITY and City of Redondo Beach; and

WHEREAS, PROJECT is of general interest to CITY, City of Redondo Beach, and COUNTY; and

WHEREAS, CITY is willing to perform or cause to perform the preliminary engineering for PROJECT, which work is hereinafter referred to as "DESIGN"; and

WHEREAS, COUNTY is willing to perform contract administration, construction inspection and engineering, materials testing, construction survey, and signing and striping for PROJECT at COUNTY expense; and

WHEREAS, "COST OF DESIGN" includes, but is not limited to, the costs of preliminary engineering for PROJECT, as more fully set forth herein; and

WHEREAS, "CONTRACT COST OF PROJECT" includes, but is not limited to, the costs of contract and any necessary utility relocation for PROJECT, as more fully set forth herein; and

WHEREAS, COUNTY is willing to contribute a fixed amount of Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00) toward the CONTRACT COST OF PROJECT; and

WHEREAS, COUNTY'S fixed contribution of Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00) will be prorated to CITY and the City of Redondo Beach based on the portions of PROJECT within CITY'S and the City of Redondo Beach's respective jurisdictional boundaries; and

WHEREAS, CITY is willing to finance its jurisdictional share of the CONTRACT COST OF PROJECT in excess of CITY'S prorated share of COUNTY'S fixed contribution, and its share of the COST OF DESIGN; and

WHEREAS, the City of Redondo Beach is willing to finance its jurisdictional share of the CONTRACT COST OF PROJECT in excess of its prorated share of COUNTY'S fixed contribution and its share of the COST OF DESIGN; and

WHEREAS, the CONTRACT COST OF PROJECT is currently estimated to be Five Hundred Seventy Thousand and 00/100 Dollars (\$570,000.00) with CITY'S share being Eighty-four Thousand and 00/100 Dollars (\$84,000.00), the City of Redondo Beach's share being Thirty-six Thousand and 00/100 Dollars (\$36,000.00), and the COUNTY'S share being Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00).

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

1) DEFINITIONS:

- a. The term "JURISDICTION," as referred to in this AGREEMENT, shall be defined as the area within the geographical boundary of each governmental entity mentioned in this AGREEMENT.
- b. The COST OF DESIGN, as referred to in this AGREEMENT, shall include all costs associated with DESIGN, and shall consist of the costs of preliminary engineering and all other work necessary to construct PROJECT in accordance with the approved plans, and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- c. The cost of "preliminary engineering," as referred to in this AGREEMENT, shall consist of the costs of environmental documentation; design survey; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way certification; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.

- d. The "CONTRACT COST OF PROJECT," as referred to in this AGREEMENT and for which CITY shall reimburse COUNTY, shall consist of the total of payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor for the relocation of facilities necessary for the construction of PROJECT.

(2) CITY AGREES

- a. To perform or cause to perform the preliminary engineering for PROJECT.
- b. To finance CITY'S jurisdictional share of CONTRACT COST OF PROJECT pursuant to paragraph (1) d., above, in excess of CITY'S prorated share of COUNTY'S fixed contribution, and CITY'S share of COST OF DESIGN. The CITY'S actual amounts are to be determined by a final accounting of the CONTRACT COST OF PROJECT and COST OF DESIGN, pursuant to paragraph (4) a., below. CITY'S share will be adjusted at final accounting to reflect a credit to CITY for the City of Redondo Beach's share of the COST OF DESIGN.
- c. To deposit with COUNTY, following the opening of construction bids for PROJECT and upon demand by COUNTY, sufficient CITY funds to finance CITY'S share of PROJECT, as set forth in paragraph (2) b., above, which is currently estimated to be Sixty-three Thousand and 00/100 Dollars (\$63,000.00). Said demand will consist of a billing invoice prepared by COUNTY.
- d. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.
- e. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of these utilities and facilities that interfere with the construction of PROJECT. CITY will take all necessary steps to grant, transfer, or assign all prior rights over utility companies and owners of substructure and overhead facilities when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.

- f. To furnish COUNTY, within ninety (90) calendar days after final completion of plans and estimates for PROJECT, a final accounting of the actual total COST OF DESIGN.
- g. Upon completion of PROJECT, to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT within CITY'S jurisdiction.

(3) COUNTY AGREES:

- a. To perform the contract administration, construction inspection and engineering, materials testing, construction survey, and signing and striping for PROJECT at COUNTY expense.
- b. To contribute a fixed amount of Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00) toward the CONTRACT COST OF PROJECT.
- c. To advertise PROJECT for construction bids, to award and to administer the construction contract, to do all things necessary and proper to complete PROJECT, and to act on behalf of CITY and City of Redondo Beach in all negotiations pertaining thereto.
- d. To furnish CITY, within one hundred twenty (120) calendar days after final payment to contractor, a final accounting of the actual total CONTRACT COST OF PROJECT, including an itemization of actual unit costs and actual quantities for CONTRACT COST OF PROJECT, and actual total COST OF DESIGN.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The final accounting of the actual total CONTRACT COST OF PROJECT and actual total COST OF DESIGN shall allocate said costs between CITY and City of Redondo Beach based on the location of the improvements and/or work done. Thus, the cost of all work or improvements located within CITY'S JURISDICTION shall be borne by CITY. Such costs constitute the total CONTRACT COST OF PROJECT and total COST OF DESIGN within CITY'S JURISDICTION. The cost of all work or improvements located within City of Redondo Beach's JURISDICTION shall be borne by City of Redondo Beach. Such costs constitute the total CONTRACT COST OF PROJECT and total COST OF DESIGN within the City of Redondo Beach's JURISDICTION.
- b. The final accounting as set forth in paragraph (4) a., above, shall be adjusted to reflect a credit to CITY for the City of Redondo Beach's share of the COST OF DESIGN.

- c. That if CITY'S share of PROJECT as set forth in paragraph (2) b., above, based upon the final accounting, exceeds CITY'S deposit, CITY shall pay to COUNTY the additional amount upon demand. Said demand will consist of a billing invoice prepared by COUNTY. Conversely, if the required CITY funds are less than said payment, COUNTY shall refund the difference to CITY.
- d. That if CITY'S payment, as set forth in paragraph (2) c., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, within thirty (30) calendar days after the date of said invoice, COUNTY may delay the award of the construction contract of PROJECT pending the receipt of CITY'S payment.
- e. That if CITY'S final payment, as set forth in paragraph (4) c., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, within thirty (30) calendar days after the date of said invoice, notwithstanding the provisions of Government Code, Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY, after giving notice to CITY of COUNTY'S intention to do so.
- f. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY Department of Public Works (DPW) within thirty (30) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within thirty (30) calendar days after the date of said invoice. The County Department of Public Works shall review all disputed charges and submit a written justification detailing the basis for those charges within thirty (30) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within thirty (30) calendar days after the date of COUNTY'S written justification.
- g. COUNTY, at any time, may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds if applicable. CITY shall be notified of such changes by invoice.
- h. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractor or any other person in charge of construction shall prevail and be final.

This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY.

j. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

k. CITY:

Mr. Neil Miller
Director of Public Works
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266-4795

COUNTY:

Mr. James A. Noyes
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

This AGREEMENT shall not take effect unless and until CITY, pursuant to Section 1701 of the Streets and Highways Code of the State of California, consents to the portion of Aviation Boulevard between the PROJECT limits within CITY becoming part of COUNTY System of Highways for the purpose of constructing the improvements described herein.

m. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.

n. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by

Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.

- o. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- p. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32068 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

[illegible]

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF MANHATTAN BEACH on June 17, 2003, and by the COUNTY OF LOS ANGELES on _____, 2003.

ATTEST:

COUNTY OF LOS ANGELES

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Chair, Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By Franco G. Sault
Deputy

CITY OF MANHATTAN BEACH

By Seán A. Narayan
Mayor

ATTEST:

APPROVED AS TO FORM:

By Liz P
City Clerk

By [Signature]
City Attorney